

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)	Case No. 152229
INTERNATIONAL, a California)	
13 not-for-profit religious)	SUPPLEMENTAL DECLARATION
corporation;)	OF LAWRENCE E. HELLER
14)	
Plaintiff,)	
15)	
vs.)	
16)	
GERALD ARMSTRONG; DOES 1)	
17 through 25, inclusive,)	
)	
18 Defendants.)	
)	

19 I, Lawrence E. Heller, hereby declare:

20
21 1. I am an attorney at law duly licensed to practice before
22 the courts of the State of California. I am a principal in the
23 law firm of Turner, Gerstenfeld, Wilk, Tigerman, Heller & Young.
24 All of the following facts are within my personal knowledge and I
25 am available and competent to personally testify thereto if called
upon to do so.

26
27 2. During the summer of 1986 various entities of the Church of
28 Scientology settled four cases before the Hon. Elizabeth
Kovachevich, District Court Judge, United States District Court

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 for the Middle District of Florida, Tampa Division.¹ I am fully
2 familiar with the terms of the settlements in each of these cases
3 as I was actively involved in the negotiations, the drafting of
4 the agreements, and the process by which they were ultimately
5 approved after careful review by Judge Kovachevich.

6 3. Following agreement by counsel for the various parties, an
7 outline of the terms of the settlements was read into the record
8 before Judge Kovachevich in an in camera proceeding so as not to
9 compromise the confidentiality clauses in the agreements. Judge
10 Kovachevich then ordered counsel to incorporate the terms of the
11 settlements into written agreements which were submitted for her
12 review and approval. I personally participated in the process by
13 which Judge Kovachevich reviewed all four written settlement
14 agreements in her chambers and expressly approved each one. I
15 estimate this procedure lasted three hours.

16 4. As I have described in my previous declaration before this
17 Court, I am thoroughly familiar with the contents of the
18 Settlement Agreement signed by Gerald Armstrong in the case of
19 Church of Scientology v. Armstrong, Case. No. C 420 153, L.A.S.C.
20 The terms of the Armstrong Settlement Agreement at issue in this
21 Court are substantially similar and in many instances identical to
22

23 ¹ Tonja C. Burden v. Church of Scientology of California,
24 et al., United States District Court Middle District of Florida,
25 Case No. 80-501-Civ-T-17; Gabriel Cazares and Margaret Cazares v.
26 Church of Scientology of California, Merrell Vannier, Francine
27 Vannier, Mary Sue Hubbard, L. Ron Hubbard and Joe Lisa, a/k/a/
28 Peter Joseph Lisa, United States District Court Middle District
of Florida, Case No. 82-886-Civ-T-15; Nancy Mclean and John
McLean v. the Church of Scientology of California, et al., United
States District Court Middle District of Florida, Case No. SI-
174-CIV-t-08; Margery Wakefield v. The Church of Scientology of
California, United States District Court Middle District of
Florida, Case No. 82-1313-Civ-T-10.

1 the terms of the four court approved Florida settlement
2 agreements. These include provisions governing confidentiality,
3 non-disclosure, prohibitions against aiding litigants adverse to
4 the Church of Scientology, restrictions on rendering of testimony,
5 and requirements that Scientology materials be returned to the
6 Church. All such provisions were originally reviewed by Judge
7 Kovachevich prior to her issuance of her order approving the
8 respective settlements.

9 5. Subsequent to the settlement of the four Florida cases, one
10 of the plaintiffs in the McLean case, and plaintiff Wakefield in
11 the Wakefield case, were the subject of proceedings brought by the
12 Church to enforce the settlement agreements. I have reviewed
13 court decisions which reflect that both Judge Kovachevich and the
14 United States Court of Appeals for the Eleventh Circuit have
15 recognized the validity of the settlement agreements. In the
16 McLean case, the district court entered a preliminary and
17 permanent injunction enjoining plaintiff Nan McLean from further
18 disclosing the substance of her complaint and claim against the
19 Church, alleged wrongs committed by the Church and the substance
20 of documents that were returned to the Church under the settlement
21 agreement. The court of appeals affirmed. (Slip op.) In
22 Wakefield the district court issued a preliminary and permanent
23 injunction against plaintiff Margery Wakefield to enjoin further
24 violations of the settlement agreement. Subsequently, a
25 magistrate judge issued a report and recommendation, not yet acted
26 upon by the district court, concluding that Wakefield had wilfully
27 violated the court's injunction and suggesting that each case be
28 referred to the United States Attorney's Office for prosecution on

1 criminal contempt charges. 938 F.2d 1226 (11th Cir. 1991). It is
2 my understanding that Ford Greene, Esq. represented Ms. Wakefield
3 at the contempt hearing until Mr. Green withdrew.

4 6. I have read the memorandum filed by Gerry Armstrong in
5 opposition to the Church's motion for preliminary injunction in
6 the instant case. Certain allegations are made by Gerry Armstrong
7 about the conduct of various attorneys, including myself, with
8 respect to the Armstrong settlement agreement which are misleading
9 and in some instances false. I shall address these next.

10 7. With regard to Armstrong's contention that Michael Flynn
11 mislead Judge Breckenridge respecting the appeal of the main
12 Armstrong action, this is just not correct. Mr. Flynn clearly
13 states to the Breckenridge court that the settlement will not
14 affect the appeal of the underlying case (see Flynn quote on page
15 29 of Opposition) when he states "certain issues in that case (the
16 underlying case) are going to remain on appeal pursuant to the
17 stipulation of the parties." Indeed, the appellate court was well
18 aware of the settlement of Armstrong's cross complaint when they
19 ruled.

20 8. Armstrong's assertion that my prior declaration (paragraph
21 3) was a misrepresentation is also incorrect. I specifically
22 stated in that declaration that only Armstrong's cross complaint
23 was settled, not the main action brought by CSC (page 32 of the
24 Opposition). Indeed, that is precisely what transpired.

25 I declare, under the penalty of perjury, that the foregoing is
26 true and correct.

27 / / /

28 / / /

1 Executed this 18th day of March, 1992, at Los Angeles,
2 California.

3
4 
5 _____
6 LAWRENCE E. HELLER

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28